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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 ALDEN TIMOTHY COX,

11 Plaintiff,

12 vs.

13 LIGHTNING AUCTIONS, INC.,

14 Defendant.

CASE NO.: 3:21-cv-00424-MMD-CSD

**STIPULATION AND ORDER FOR
CONFIDENTIALITY AND
PROTECTIVE ORDER**

15 COMES NOW, Defendant LIGHTNING AUCTIONS, INC., by and through its counsel
16 of record, Prescott T. Jones, Esq. and Myraleigh Alberto McGill, Esq. of the law firm of Resnick
17 and Louis, PC, and Plaintiff Alden Timothy Cox, by and through his counsel of record, Oliver P.
18 Maguire, Esq. of the law firm of Knight Nicaastro MacKay LLC, and Stephen K. Christiansen,
19 Esq. of the law firm of Christensen Law, PLLC, and hereby enters into the following stipulation
20 and requests a Protective Order as follows.

21 During the course of this litigation, certain documents and information which either of
22 the Parties hereto have protected and not made available to the public may be required to be
23 produced during the course of this litigation ("Confidential Information"). Such documents and
24 information may be designated as "CONFIDENTIAL" and shall thereafter be treated as
25 confidential by the Parties in accordance with the terms of this Stipulation and Order for
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1 Confidentiality and Protective Order. The Parties agree that the documents and information
2 sought to be protected may qualify as trade secrets or other sensitive, proprietary, privileged
3 and/or non-public commercial information that would justify sealing, further redaction, and/or
4 protection. Accordingly, the Parties hereto, each by their respective counsel, hereby enter into
5 this Stipulation and Order for Confidentiality and Protective Order setting forth the following
6 terms and conditions that shall govern the disclosure and use of items designated as
7 “CONFIDENTIAL”:

8 1. To preserve the legitimate proprietary and privacy interests of a Producing Party’s
9 information, this Protective Order establishes a procedure for disclosing Confidential
10 Information to the parties in this litigation, imposes obligations on persons receiving
11 Confidential Information to protect it from unauthorized use or disclosure, and establishes a
12 procedure for challenging confidentiality designations.

13 2. This Protective Order covers information that a party or non-party producing or
14 disclosing such information in this litigation (hereafter “Producing Party”) designates
15 “CONFIDENTIAL.” The designation “CONFIDENTIAL” shall be limited to information that
16 the Producing Party in good faith believes is privileged, proprietary, commercially sensitive,
17 invades an employee or third-party’s rights to privacy, or for similar reasons should otherwise be
18 subject to confidential treatment.

19 3. To designate documents or information as “CONFIDENTIAL,” a Producing Party
20 must so mark it or, in the case of a deposition or hearing transcript, designate it as provided
21 below. The Producing Party must mark each page of each document and/or each significant
22 component of any other objects containing Confidential Information with the appropriate
23 designation as required. A cover letter can be used, if appropriate, to so designate computerized
24 data.

25 4. All materials designated in any fashion as “CONFIDENTIAL” shall be used
26 solely for the purpose of this lawsuit and any appellate proceedings in this action, and not for
27 any other purpose or lawsuit. Within (30) thirty days of final termination of this litigation, the
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1 parties must return to the Producing Party or destroy information containing Confidential
2 Information.

3 5. Accidental disclosure of Confidential Information does not waive the
4 confidentiality otherwise attaching to the Confidential Information.

5 6. If a party determines that documents or information disclosed in this litigation
6 were not correctly designated, as soon as is reasonably practicable upon discovery of the
7 incorrectly designated information, the party shall provide written notice to the other litigants
8 that the information was inappropriately designated and meet and confer with the Parties to
9 determine whether to re-designate the information. If the Parties are unable to resolve the
10 designation dispute in the meet and confer, a party may move the Court for appropriate relief. In
11 the interim, the information may not be used in a manner inconsistent with the written notice.

12 7. This Protective Order applies equally to documents and information obtained by
13 or produced in response to any subpoena, including information produced by non-parties. In
14 accordance with FRCP 45(a)(4), prior to serving a subpoena for the production of documents, the
15 Party issuing the subpoena provide each Party with notice of the subpoena and a copy of the
16 subpoena to be served.

17 8. Documents and information may be designated as confidential prior to or
18 retroactively within a reasonable time after production. Retroactive designation shall be
19 accomplished by notifying counsel for the Parties in writing or such retroactive designation.
20 Upon receipt of any notice of retroactive designation, counsel shall (1) not make any further
21 disclosure or communication of such retroactively designated materials except as provided for in
22 this Order; (2) shall take reasonable steps to notify all persons known to have possession of any
23 retroactively designated material of the effect of such redesignation under this Order; and (3)
24 shall take reasonable steps to procure all copies of such retroactively designated material from
25 any persons known to have possession of any such retroactively designated material who are not
26 entitled to receipt under this Order.

27 9. Subject to the provisions of this Protective Order, information designated as
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1 “CONFIDENTIAL” may be disclosed to and used only by the persons described below for the
2 prosecution or defense of this litigation:

- 3 a. Counsel of record for the party to whom such documents or materials are
4 produced or given, including any attorneys assisting counsel of record and the
5 legal associate, paralegals, clerical or other support staff or services of counsel of
6 record or such attorneys;
- 7 b. The named Plaintiffs, including, but not limited to, their outside and in-house
8 counsel, including paralegals, clerical or other support staff or services and any
9 officers, directors, managers, supervisors or other employees with responsibilities
10 related to the subject matter of this litigation;
- 11 c. The named Defendants, including, but not limited to, their outside and in-house
12 counsel, including paralegals, clerical or other support staff or services, and any
13 officers, directors, managers, supervisors, employees, or agents with
14 responsibilities related to the subject matter of this litigation and any regulators or
15 other third parties to whom disclosure is necessary in the conduct of Defendant’s
16 business;
- 17 d. The Court and its personnel;
- 18 e. Court reporters (including audio and visual);
- 19 f. Copying, imaging and computer services for the purpose of copying, imaging,
20 storing, or organizing documents provided that all Confidential documents are
21 retrieved by the party furnishing it upon completion of this lawsuit;
- 22 g. Special masters and/or Mediators;
- 23 h. Consulting or testifying experts retained by a party who have been provided with
24 a copy of this Stipulation and Order for Confidentiality and Protection and have
25 agreed to be bound by the terms of this Stipulation and Order for Confidentiality
26 and Protection as evidence by their signature at the foot of this Protective Order;
- 27 i. The direct staff of the foregoing persons;
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1 j. The author, addresses and recipients of the documents;

2 k. Deponents/testifying witnesses named in this litigation.

3 10. Deposition transcripts shall presumptively be considered to have been designated
4 “Confidential” for a period of thirty (30) days following service of the transcript. In the interim
5 and upon further review of the transcript, the deponent, his or her counsel, or any other party
6 may re-designate portions of the entirety of the transcript as “Confidential,” which designation
7 shall remain in effect for the duration of this Protective Order. The deponent, his or her counsel
8 or another party designating a transcript or portion as “Confidential” must advise counsel of
9 record and the court reporter of any changes to the original designation. The court reporter shall
10 mark the face of the transcript appropriately. If any portion of a videotaped deposition is
11 designated pursuant to this paragraph, the videocassette, videotape, or CD-ROM container shall
12 be labeled with the appropriate legend. Nothing in this paragraph shall prevent a party from
13 making specific designations on the record during the deposition, and the court reporter shall
14 mark the face of the transcript appropriately in that event.

15 11. In the event that either party intends to use any materials covered by this
16 agreement in a way which would render the material a “Court Record,” then such party must
17 give the Producing Party (or party that requested that the Producing Party designate certain
18 documents as Confidential) reasonable notice prior to such use so as to allow the Producing
19 Party the opportunity to request that the materials designated as “CONFIDENTIAL” be sealed or
20 redacted as necessary to protect their status as Confidential Information. The Producing Party
21 will have the burden of providing the Court with any information necessary to support the seal or
22 redaction of such Confidential Information.

23 12. Any party or person receiving Confidential Information covered by this Protective
24 Order that receives a request or subpoena for production or disclosure of Confidential
25 Information shall, give written or facsimile notice to the Producing Party identifying the
26 information sought and enclosing a copy of the subpoena or request. The person subject to the
27 subpoena or other request shall not produce or disclose the requested information without
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1 consent of the Producing Party, or until ordered to do so by a court of competent jurisdiction,
 2 provided that the Producing Party makes a timely motion or other application for relief from the
 3 subpoena or other request in the appropriate form.

4 13. Nothing contained in this Protective Order shall preclude any party from using its
 5 own confidential documents or information in any manner they see fit, or from reviewing such
 6 confidential documents or information without the prior consent of any other party or of this
 7 Court.

8 14. In the event of breach of this Protective Order, the Parties expressly acknowledge
 9 that the non-breaching party shall be entitled to specific performance of the terms of this
 10 Protective Order or other injunctive relief. The parties expressly stipulate, agree, and
 11 acknowledge that an unauthorized release of Confidential Information is a breach of this
 12 Protective Order, and that damages arising from such a breach are not adequately relieved
 13 through pecuniary compensation, are not reasonably quantifiable, and constitute irreparable
 14 harm.

15 **IT IS SO STIPULATED BY AND BETWEEN:**

16 Respectfully Submitted:

Approved:

17 DATED this 25th day of May, 2022
 18 RESNICK & LOUIS, P.C.

DATED this 25th day of May, 2022
 KNIGHT NICASTRO MACKAY LLC

19 */s/ Myraleigh Alberto*

/s/ Oliver Maguire

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ORDER

IT IS HEREBY ORDERED that Confidential Information disclosed in this matter will be subject to the foregoing Protective Order, pursuant to the Stipulation of the Parties.

IT IS SO ORDERED.

DATED this 26th day of May, 2022.

A handwritten signature in black ink, appearing to read "C S O", is written over a horizontal line.

UNITED STATES MAGISTRATE JUDGE